

**South Florida Water Management District**

3301 Gun Club Road  
West Palm Beach, FL 33406  
Telephone: (561) 682-6122  
FL WATS: 1-800-432-2045  
FAX# (561) 681-6317

NOTE: For questions please contact:  
Ruthann Katilius at extension 6122.  
(Email: [rkatiliu@sfwmd.gov](mailto:rkatiliu@sfwmd.gov))  
Please make an appointment  
prior to hand delivering your completed  
Application for Key Permit.  
Your cooperation is appreciated.

## APPLICATION FOR KEY PERMIT

**PERSON KEY ISSUED TO:**

Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

ADDRESS: Please provide your street address (keys cannot be mailed to a P.O. Box)

Street  
City/State  
Zip Code  
E-mail address

**AGENCY OR ORGANIZATION AFFILIATION:**

Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

ADDRESS: Please provide your street address (keys cannot be mailed to a P.O. Box)

Street  
City/State  
Zip Code  
E-mail Address

Do you have a Contract and / or Right-of-Way Permit with the District? If so, please provide:

Contract # : \_\_\_\_\_ ROW Permit #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

PURPOSE OF KEY REQUIREMENT:

Checklist		FOR ACCESS TO AREA:			
#	Key	Location/Counties	Canal	Levee	Job Site/Structure
	A	Clewiston			
	B	Okeechobee			
	C	Kissimmee & Big Cypress			
	D	Water Conservation Areas # 2 & 3			
	E	Palm Beach and/or Broward			
	AO	Dade			
	MM	Master-Master			
	W1	Water Conservation Area #1			
	<b>TOTAL NUMBER OF KEYS REQUESTED</b>				

**Type of Key Issuance:**

Permanent \_\_\_\_\_ Temporary \_\_\_\_\_

**APPROVED:**

For Period: \_\_\_\_\_

**NOTE: THIS APPLICATION IS INVALID UNLESS IT IS SIGNED AND NOTARIZED ON PAGE THREE.**

**South Florida Water Management District  
Operations and Maintenance**

The issuance and retention of key or keys to Permittee is based on the following Special Conditions which must be strictly adhered to:

1. Permittee shall comply with the rules and regulations of the District for the use of its works and facilities, as set forth in Chapter 373, Florida Statutes and Chapter 40E-6, Florida Administrative Code.
2. Permittee shall carry the Key Permit Identification Card at all times when using the key and shall produce the Key Permit Identification Card upon request from a District or law enforcement official.
3. The Permittee shall not transfer the key and/or the Key Permit Identification Card.
4. The Key Permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to use. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.
5. Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and future employees, agents, representatives, officers and Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's Office of Counsel attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the District or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.
6. The District does not waive sovereign immunity in any respect.
7. The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:
  - (a) discharge of debris or aquatic weeds into the works of the District;

- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit;
- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on District's right of way.

8. The District's authorization to utilize lands and other works constitutes a revocable license. In consideration for receipt of that license, Permittee shall agree to be bound by these special conditions.
9. The Key Permit may be cancelled upon written notice to the Permittee or under emergency circumstances as set forth by the District, with which Permittee is put on notice and the deposit refunded upon return of the key.
10. The District will return the deposit for a key once the key has been returned to the issuing agent of the District.

<b>STATE OF:</b>	<b>COUNTY OF:</b>
<b>SIGNED:</b>  Permittee	<b>DATED:</b>

Personally appeared before me \_\_\_\_\_, who upon being duly sworn deposes and says:

**That he or she has read and understands the contents of the above conditions and avers that the statements contained herein are true and correct.**

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Notary Public

My Commission expires: